



STATE OF GEORGIA  
GOVERNOR'S OFFICE OF WORKFORCE DEVELOPMENT  
ATLANTA 30334-0900

Nathan Deal

GOVERNOR

Blake Ashbee

INTERIM EXECUTIVE DIRECTOR

**Purpose:** This Technical Assistance Guide has been developed to assist Local Workforce Investment Areas (LWIAs) in making informed decisions to determine if the entity's contracting processes comply with federal and state requirements, as well as the entity's own contracting policies.

**Intended Audience:** All recipients of WIA Title IB funds including local workforce areas, eligible training providers, on-the-job training and work experience worksites and participants are made aware of the certifications and assurances. Including Local Workforce Investment Board (LWIB) members, Local Workforce Investment Area (LWIA) Executive Directors, Finance Directors and employees.

**Introduction:** By reviewing the contracts and amending the contracts where appropriate to include required contract provisions and to update policies and procedures to strengthen the Entity/LWIA's internal controls over contracting and contract review processes. Contracts shall be awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the procurement. Consideration shall be given to such matters as contractor capability, experience, integrity, ability to comply with public policy, record of past performance, and financial and technical resources. Restraints or requirements imposed by such factors as arm's-length bargaining, Federal and State laws and regulations, and terms and conditions of the contract. Whether or not the individuals concerned acted with due prudence in the circumstances, considering their responsibilities to the contractor, the Federal Government, and the public at large; and, the extent to which the actions taken with respect to the incurrence of the cost are consistent with established policies and practices applicable to the work of the contracting entity, including other contracts and agreements.

### Required documentation in all Contracts

Describe the area's process and procedures for contracting with intensive service providers, support service providers, and other contractors for youths, adults and dislocated worker services. The term of the Contract shall begin and end on the dates specified on the Contract Declarations & Execution Page(s), unless extended or terminated earlier in accordance with the applicable terms and conditions. The Contractor agrees that all work done as part of the LWIA's contract will comply fully will administrative and other requirements established by applicable federal and state laws, rules and regulations.

### Contract Provisions Checklist

| Provisions   | Yes | No |
|--|-----|----|
| Equal Employment Opportunity (all contracts > \$10,000)  |     |    |
| Copeland "Anti-Kickback" Act (Contracts for construction or repair > \$2,000) ( <a href="#">18 U.S.C. 874</a> ) and ( <a href="#">40 U.S.C. 276c</a> )   |     |    |
| Davis-Bacon Act, as amended (Construction contracts awarded exceeding \$2,000 shall include a provision for compliance) ( <a href="#">40 U.S.C.276a to a-7</a> )   |     |    |
| Contract Work Hours and Safety Standards Act (contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers.) ( <a href="#">40 U.S.C. § 327-333</a> ). |     |    |
| Rights to Inventions Made Under a Contractor Agreement.  |     |    |
| Clean Air Act ( <a href="#">42 U.S.C. § 7401 et seq.</a> ) and the Federal Water Pollution Control Act ( <a href="#">33 U.S.C. § 1251 et seq.</a> ), as amended (Contracts and subgrants of amounts in excess of \$100,000)  |     |    |
| Byrd Anti-Lobbying Amendment (Contractors who apply or bid for an award of \$100,000 or more shall file the required certification) ( <a href="#">31 U.S.C. § 1352</a> )   |     |    |
| Debarment and Suspension (E.O.'s 12549 and 12689)( <a href="#">29 CFR 97.36</a> )  |     |    |
| <b>*Examples of each required provision is located in the packet as an attachment*</b>   |     |    |

### Supporting Documentation

General requirements/sources: [20 CFR 667.200](#)

- A complete, executed (signed) contract that includes:
  - Contractor Name
  - Contract Amount
  - Any amendments
  - Copies of subcontracts or memorandums of agreement, if applicable.
- Funding source(s) and Catalog of Federal Domestic Assist (CFDA or Catalog) numbers to awards of Workforce Investment Act (WIA)
  - WIA Formula Funds - Adult – CFDA# 17.258 **(Award Period Covered: 07/01/2001 onward\*)**
  - WIA Formula Funds – Youth – CFDA# 17.259 **(Award Period Covered: 04/01/2001 onward\*)**
  - WIA Formula Funds – Dislocated Worker (DW) – CFDA# 17.278 **(Award Period Covered: 07/01/2010 onward\*)**

**(\*Beginning in Program Year (PY) 2010 CFDA number 17.260 will no longer be used for any new funding.)**

**(\*Funding previously covered under 17.260 which is allocated after June 30, 2010 will be referenced using several new CFDA numbers)\***

**(\*Effective immediately, all new ETA award documents, including plan approvals, new awards, modifications to existing awards, and notices of obligation will use appropriate CFDA numbers.\*)**

## **Required Contract Management Procedures**

### **Contract Administration**

A provision shall be included in the contract that requires the contractor to maintain all required records for three years after the contractee makes final payment and all other pending matters are closed. The records shall be adequate to detail the significant history of the procurement. The Contractor shall maintain books, records and documents that adequately and properly document and calculate all charges billed to the LWIA throughout the term of the Contract for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State and where federal funds are involved, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located. Evidence of criminal conduct will be turned over to the proper authorities.

The invoices for costs incurred or performance standards completed are within contract period. Total contract amount is the same on the Payment Schedule and invoices(s) for contract and/or any modifications. Required documentation is included with all payment requests. Contractor use invoice forms provided by LWIA. Contractor submits invoices or accrual report.

Amendments to the Contract provisions shall be made in writing. No modification, change, waiver or additional contractual obligation or relationship shall be valid and enforceable against the LWIA unless agreed by means of a written amendment to the Contract signed by the Contractor and a duly authorized LWIA Contracting Officer. The Contractor shall not assign, transfer, pledge or make any other disposition of the Contract or of any part thereof or of any of its rights, claims, liabilities or obligations under the Contract without the prior written consent of the LWIA. Any such unauthorized assignment, transfer, pledge or other disposition shall not be binding on the LWIA.

### **Contract Monitoring**

The Contractor acknowledges that the LWIA will periodically conduct a performance review to evaluate, monitor and record Contractor's performance. The review will be conducted annually, unless otherwise agreed in the Contract. The scope of the review by the LWIA is to evaluate the on-going performance; and to achieve best results depending on the scope and nature of the Contract. As a result of the review, the LWIA may request the Contractor to take appropriate corrective and follow-on actions to prevent recurrence and improve and sustain acceptable performance. The review will be based depending on the nature and scope of the Contract.

General requirements/sources: [\[29 CFR 97.36\]](#), and [\[20 CFR 667.200\]](#)

## Contracts Close Out

The Contract shall be considered complete when all terms and conditions have been complied with by the Parties and the Parties have discharged all reciprocal obligations. If the Contract is valid for a limited period of time, the expiration of the period of validity in itself shall not relieve any Party of completing obligations still pending at the date of expiration.

### **Subrecipient Requirements**

**Subrecipient** is a legal entity that receives Federal assistance via a subaward from the entity to carry out or administer a program, including responsibility for programmatic decision making.

- Information provided to the subrecipient indicating the federal awards (including CFDA) included in the contract
  - Funding source(s) and Catalog of Federal Domestic Assist (CFDA or Catalog) numbers to awards of Workforce Investment Act (WIA)
- Information provided to the subrecipient about compliance requirements
- Subrecipient notified of the requirement to monitor their subrecipient's activities
- Notice provided of Single Audit Act or other audit requirements, if applicable
- Technical advice and training provided, if necessary and feasible
- Subrecipient notified of requirement to permit the pass-through entity and its auditors access to their records for monitoring and auditing purposes. [OMB Circular A-133, Section .400\(d\)](#)

***\*\*If any are determined "No", explanation MUST be provided. \*\****

For further questions, contact:  
Governor's Office of Workforce Development  
404-463-5030  
WIADrawdown@georgia.gov